

# LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513  
*BOARD OF COMMISSIONERS*

IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR  
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

## REQUEST FOR PROPOSALS SPECIFICATION NO. 03-177

Lancaster County and City of Lincoln intend to enter into a contract and invite you to submit  
a sealed proposal for:

### ANNUAL REQUIREMENTS FOR LABORATORY TEST SERVICES FOR COMMUNITY MENTAL HEALTH

#### MEETING OR EXCEEDING COUNTY SPECIFICATIONS

Sealed Proposals will be received by the County on or before **12:00 noon Wednesday, July 9, 2003** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8<sup>th</sup> Street, Lincoln, Nebraska 68508. Only the names of responding proposers will be publicly read in the Bid/Conference Room located on the Ground Floor.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of response. Mailing should be made in sufficient time for response to arrive in the Purchasing Division, prior to the time and date specified above.

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#### COMMISSIONERS

DEB SCHORR \* LARRY HUDKINS \* RAY STEVENS \* BERNIE HEIER \* BOB WORKMAN  
KERRY EAGAN, Chief Administrative Officer

# SEALED PROPOSAL SPECIFICATION NO. 03-177

**BID OPENING TIME: 12:00 NOON**

**DATE: Wednesday, July 9, 2003**

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_ through \_\_\_\_ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of the County for the above listed construction project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, performance and payment bonds, materials and equipment in strict accordance with the plans and specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

## LABORATORY TEST SERVICES

NOTE: See "Standard Tests" attached.

1. <u>Test for Admissions:</u>	\$ _____ /ea.set	6. <u>Dilantin Level:</u>	\$ _____ ea.
2. <u>Draw fee per patient:</u>	\$ _____ ea.	7. <u>Lithium Level:</u>	\$ _____ ea.
3. <u>Travel fee per trip:</u>	\$ _____ ea.	8. <u>Tegretol Level:</u>	\$ _____ ea.
4. <u>Fee for sendouts:</u>	\$ _____ ea.	9. <u>Hepatitis B:</u>	\$ _____ ea.
5. <u>TSH (high sensit.):</u>	\$ _____ ea.	10. <u>Depakoate Level:</u>	\$ _____ ea.
		11. <u>HIV 1 antibodies:</u>	\$ _____ ea.

**INTERLOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

\_\_\_\_ YES \_\_\_\_ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

**NOTE: RETURN 6 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF PROPOSAL ENVELOPE AS FOLLOWS:  
SEALED PROPOSAL FOR SPEC. NO. 03-177**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County of Lincoln, and to enter into a contract if this offer is accepted.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
STREET ADDRESS or P.O. BOX

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
CITY, STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
FAX NO.

\_\_\_\_\_  
EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER

\_\_\_\_\_  
E-Mail ADDRESS

## STANDARD TESTS

The following tests have been identified as a standard requirement for laboratory tests:

1. **TEST ON ALL ADMISSIONS (fee shall include the following set of tests) est. 885 per year:**

CBC with Differential: White blood count; red blood count; hemoglobin; hematocrit; MCV; MCH; platelets; polys; bands; lymphs; monocytes; Eos; Basos

Chemistry Panel: Glucose; uric acid; BUN; creatinine, serum; BUN/creatinine ration; sodium, serum; potassium serum; chloride, serum; calcium; phosphorus; protein, total; albumin, serum; globulin, total; A/G ration; bilirubin, total; alkaline phosphatase; LDH; SGOT (AST); SGPT (ALT); GGT

Lipids: Cholesterol, total; triglycerides

Urinalysis, routine: Specific gravity; pH; urine-color; appearance; WBC esterase; protein; glucose; ketones; occult blood; microscopic examination; epithelial cells; amorphous urates

TSH (high sensitivity): (est. 795 / yr.)

2. **ADDITIONAL TESTS FREQUENTLY REQUESTED:**

Dilantin Level	Tegretol Level (carbamazepine)	Depakoate Level (valproic acid)
Lithium Level	Hepatitis B surface antigen	HIV 1 antibodies

NOTE: Additional tests may be ordered on an infrequent basis.

3. **LAB TEST SEND OUTS:**

Indicate if any of the tests indicated above will be sent to another laboratory for processing. Include your fee for "send outs" to other labs on the price proposal form.

**CONTACT NAME (FOR COUNTY SERVICE):** \_\_\_\_\_

**LOCATION(S) AVAILABLE TO SERVE THE COUNTY:**

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**FIRM PRICES:** Are the prices offered on your price proposal firm for the full contract period (one year from award)? \_\_\_\_\_ YES \_\_\_\_\_ NO If "NO" for what period of time: \_\_\_\_\_

**CONTRACT RENEWAL PERIOD:** The contract awarded as a result of this solicitation shall be renewable for an additional two (2) one year terms unless either party to the contract gives written notice to the other of its intent to terminate the contract not less than ninety (90) days prior to the expiration of the initial agreement period.

Do you concur? \_\_\_\_\_ YES \_\_\_\_\_ NO

**COMMENTS:** \_\_\_\_\_

# INSTRUCTIONS TO PROPOSERS

## LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

### **1. PROPOSAL PROCEDURE**

- 1.1 Proposer shall submit six (6) complete sets of the RFP documents and all supporting material. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 *Proposed prices shall be submitted on the Proposal Form included with the RFP number and/or description clearly marked on the outside of the envelope.*
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

### **2. EQUAL OPPORTUNITY**

- 21 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

### **3. DATA PRIVACY**

- 31 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

### **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

### **5. INDEPENDENT PRICE DETERMINATION**

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

### **6. SPECIFICATION CLARIFICATION**

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations / changes to Specification Documents made in any other manner, will not be binding on the County; proposers shall not rely upon oral interpretations.

### **7. ADDENDA**

- 7.1 Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

### **8. EVALUATION AND AWARD**

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 Fees will be a consideration in ranking the interested firms

in accordance with the evaluation criteria.

- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.
  1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the County, and deemed will best serve their requirements.
- 8.7 The County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the County.

#### **9. TERMINATION/ASSIGNMENT**

- 9.1 The County may terminate the Contract if the Contractor:
  1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete needs assessment as requested.
  2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
  3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 9.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a one hundred twenty (120) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
  1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the County shall pay Contractor in accordance with this section.
  2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 9.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 9.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the County Board of Commissioners.

#### **10. INDEMNIFICATION**

- 10.1 The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 10.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **11. TERMS OF PAYMENT**

- 11.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **12. LAWS**

- 12.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

# **SPECIFICATIONS FOR LABORATORY TEST SERVICES**

## **1. SCOPE OF SERVICES**

- 1.1 Establish an agreement with a laboratory testing provider to perform and coordinate all the annual needs for laboratory tests and related services to/for the County's Community Mental Health Center (C.M.H.C. or Center) located at: 2200 St. Mary's Avenue, Lincoln NE.
- 1.2 Lab personnel will be required to report to the Center on a daily basis (prefer this to be in the A.M. - due to fasting requirements) to draw samples and collect associated paperwork for routine lab tests requested by Center medical staff (365 days per year).
  - 1.2.1 Center personnel will contact the lab if no tests are requested for the day, to avoid any unnecessary trips by lab personnel.
  - 1.2.2 Lab personnel may also be requested by appointment to draw samples at times other than the scheduled daily visit for special or emergency cases.
- 1.3 Lab personnel shall provide and be responsible for, all collection procedures, collection containers and associated paperwork.
- 1.4 The performance of all testing shall be supervised by Certified Lab Technician and shall be performed in accordance with all applicable Federal and State laws and regulations and in compliance with the County's Established policies and procedures.
  - 1.4.1 The successful provider shall provide a quarterly summary of tests and related services provided and if requested, a monthly review of services with County personnel.

## **2. CRITERIA FOR LABORATORY SERVICES**

- 2.1 Must be an established laboratory in business at least for two years in the City of Lincoln.
- 2.2 Laboratory must be able to provide seven (7) day per week "on call" services 24 hours per day for emergency needs of the County.
  - 2.2.1 Successful Laboratory will not charge extra for emergency services provided beyond the normal work day.
- 2.3 Must be able to provide test results delivered via phone line or personal delivery service 365 days per year.
- 2.4 Successful provider shall provide less than 24 hr. turn-around on most standard tests requested.
  - 2.4.1 Exception to this would be only for those tests which require, by procedure more time for completion.

## **3. ITEMS SUPPLIED BY THE COUNTY**

- 3.1 Completed test patient test requisition forms and insurance eligibility information.
  - 3.1.1 If patient is eligible for Medicaid/Medicare or private insurance (the clinic will provide the appropriate notification on eligibility), the Laboratory shall bill insurance company directly.
  - 3.1.2 If insurance source is not discovered until after draw and forward of the sample, the C.M.H.C. will forward to the laboratory the appropriate insurance billing source.

- 3.1.3 If the patient is not eligible for Medicaid/Medicare or private insurance the charges for testing shall be billed to the C.M.H.C. on a net 30 day term.

**4. ITEMS SUPPLIED BY THE LABORATORY**

- 4.1 The Successful Laboratory shall provide all personnel to perform test sample collection, all collection containers and supplies, supply requisition sheets and any ancillary items necessary to collect or report the requested lab tests.
- 4.2 *The Laboratory shall be responsible for establishing a modem phone line and printer for receipt of test results (at no charge to the County).*

**5. COMPENSATION FOR SERVICES**

- 5.1 A "Standard Tests" of tests requested by the C.M.H.C. is included with this proposal document (see "Standard Tests" following your bid price response).
- 5.1.1 Proposers shall provide pricing as requested on the pricing schedule even if the actual test frequency varies over or under the stated estimated amounts.
- 5.1.2 We are asking for firm one (1) year pricing on "Standard Tests", Proposer's shall indicate in the space provided on the pricing schedule if the prices offered are firm for the full one year contract period.
- 5.2 We estimate that the total annual dollar volume procured for the C.M.H.C. programs will range from \$40,000 - 60,000.00.
- 5.2.1 Approximately one-half the dollar volume will be billed to insurance, including Medicaid, Medicare and private; the remaining half will be billed direct to the Community Mental Health Center at the rates established herein.
- 5.2.1.1 Any tests performed and billed direct to insurance (including Medicaid) shall be at the rates established with the carrier (i.e., Medicaid rates for Medicaid billings).
- 5.2.2 Dollar volume stated herein is an estimate based upon past usage and represent an estimate of projected usage; actual usage may vary over or under the volume shown.
- 5.3 Proposers are encouraged to offer the same pricing structure on "Kindred Items" (other tests available but not included on the "Standard Tests" request).
- 5.4 *Under no circumstances shall the provider submit charges that exceed the usual and customary charges.*

**6. RELATIONSHIP BETWEEN THE PROVIDER AND THE COUNTY**

- 6.1 It is agreed that the Contractor shall not be considered an employee of the County for any purpose but shall be an independent contractor for all purposes and in all situations.
- 6.2 As an independent contractor, the Contractor shall be responsible for all required reporting of income and payment of taxes required by any Federal, State, or Local statutes including, but not limited to: payments required under the Federal Insurance Contributions Act, income tax withholding and periodic payment of estimated taxes, and payments required under the Federal Unemployment Tax Act, and any applicable State and local sales, use, or income taxes.
- 6.3 Each party shall be responsible for its own negligence and the negligence of its employees.

**7. LIABILITY INSURANCE**

- 7.1 Contractor shall maintain professional liability and malpractice insurance throughout the term (and any subsequent terms) of this agreement.
- 7.2 The amounts of such insurance will be those minimums (if any) prescribed by law and/or recommended by the American Pharmaceutical Association.

- 7.3 Contractor agrees that the County may examine the contract insurance policies at its request and that compliance with such a request will not be unreasonably withheld or delayed.

**8. CONFIDENTIALITY**

- 8.1 If and to the extent, and so long as, required by the provisions enacted by the Health Insurance Portability and Accountability (HIPA) Act 1996 and regulations promulgated thereunder, but not otherwise, Contractor does hereby assure the County that Contractor will appropriately safeguard protected health information made available to or obtained by Contractor.
- 8.2 In implementation of such assurance and without limiting the obligations of Contractor otherwise set forth in this Agreement or imposed by applicable law, Contractor hereby agrees to comply with applicable requirements of law relating to protected health information and with respect to any task or other activity Contractor performs on behalf of the County.
- 8.3 At termination of this Agreement, Contractor shall return or destroy all protected health information received from County that Contractor still maintains in any form and retain no copies of such information.
- 8.4 The Parties agree that this Agreement may be amended from time to time if and to the extent required by the provisions of 42 U.S.C. 1171 et seq. enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, in order to assure that this Agreement remains consistent therewith.

**9. ACCESS TO RECORDS**

- 9.1 The County will take all necessary steps to assure complete access by the Contractor to all records necessary for the performance of its duties hereunder.
- 9.2 The Contractor shall retain as completely confidential all information relation to the policies, procedures, and records of the County, consistent with all laws regulation the disclosure of public records.

**10. NON-ASSIGNABLE**

- 10.1 Any and all contractual agreement(s) generated as an outcome of this RFP process shall not be assignable by the Successful Contractor without written permission of the Lancaster County Board of Commissioners and Mayor of the City of Lincoln.

**11. MODIFICATION OF LABORATORY SERVICES**

- 11.1 The laboratory services, as specified, in the contract and this proposal for testing services cannot be modified by either party without the written consent of both parties.

**12. TERMINATION**

- 12.1 Any agreement generated as a result of this process may be terminated at any time by either party in consideration of 90 days written notice.
- 12.1.1 Such notice shall be forwarded to the most current address of the recipient and shall be sent by registered mail.
- 12.1.2 It is further agreed that prior to the sending of a "Notice of Intent to Terminate", the party desirous of such termination will discuss the reasons for such action with the other party and will strive, in good faith and without prejudice, to resolve the circumstances necessitating the action to terminate the contract.



**13. TERM OF THE CONTRACT**

13.1 The contract shall be for one (1) year.

13.1.1 The contract shall commence on the date the contract is ratified by the signing of both parties and shall continue for twelve (12) consecutive months.

13.2 The contract shall be automatically renewable for an additional two (2), one year terms unless either party to the contract gives written notice to the other of its intent to terminate the contract not less than ninety (90) days prior to the expiration of the initial agreement period.

13.3 Any renewal of the contract will be under the same terms and conditions as the original agreement.

**14. INFORMATION**

14.1 For information regarding this request please contact Kathy A. Smith (402) 441-8309, Assistant Purchasing Agent.

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY**

FOR

**LABORATORY TESTING AND RELATED SERVICES**  
**for the COMMUNITY MENTAL HEALTH AGENCY**

CONTRACTOR: **SUCCESSFUL LABORATORY**

# LANCASTER COUNTY

## CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between Successful Laboratory hereinafter called contractor, and the Lancaster County, hereinafter called the County.

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications and other Contract Documents for the professional service herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said professional service, to-wit:

**for all labor, material and equipment necessary to perform laboratory testing and related services for - Lancaster County Community Mental Health Agency, Lincoln NE, as per Co. specification #03-177**

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud names of the respondents, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the most qualified responsible bidder for the said service for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

**See "Sealed Proposal Bidding Schedule #03-177 - "LABORATORY TEST SERVICES" for individual test prices which will be firm for the first 12 month of the contract.**

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other related accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary administration and labor in a substantial and professional manner and in accordance with the provisions of the Contract Documents; and (d) execute administration, and compete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as indicated above:

**EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the sums and prices listed in the proposal document for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Lancaster County.

**Term of the agreement is for a one (1) yr. period with two (2) additional one (1) year renewal options.**

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Special Provisions for Commodity Term Contracts
- \* 5. The Standard Specifications
  - 5.1 Scope of Services
  - 5.2 Criteria for Laboratory Services
  - 5.3 Items Supplied by the County
  - 5.4 Items Supplied by the Laboratory
  - 5.5 Compensation for Services
  - 5.6 Relationship Between the Provider and the County
  - 5.7 Liability Insurance Provisions
  - 5.8 Access to Records
  - 5.9 Non-Assignable
  - 5.10 Modification of Laboratory Services
  - 5.11 Termination
  - 5.12 Term of the Contract
  - 5.13 Information

\* The following is an enumeration of the Specifications, which are entitled: **SPECIFICATION # 03-177**

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Lancaster County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County does hereby execute this contract.

### **EXECUTION BY LANCASTER COUNTY, NEBRASKA**

CONTRACT APPROVED AS TO FORM:

LANCASTER COUNTY BOARD OF COMMISSIONERS

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Attorney for Lancaster County Commissioners

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Chairperson

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

(SEAL)

Secretary

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

## **INSURANCE CLAUSE FOR ALL COUNTY CONTRACTS**

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Lancaster County, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.

2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
  3. Coverage shall also include Products/Completed Operations.
  4. **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
  5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- |                                   |                                 |
|-----------------------------------|---------------------------------|
| Bodily Injury and Property Damage | 1,000,000 Combined Single Limit |
|-----------------------------------|---------------------------------|
- D. Builder's Risk Insurance: **(For Building Construction Contracts Only)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

*The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9<sup>th</sup> Street, Lincoln, NE 68508)*